

Balmer Lawrie & Co. Ltd.

[A Govt. of India Enterprise]
Greases & Lubricants Division
P-43 Hide Road Extension
Kolkata 700 088

Phone: 24505-300 Fax: 2439-5160

TENDER REF: GLK/TE18/001 DT: 04.04.18, DUE ON 17.04.18 at 3.00 PM (IST)

SUBJECT : Disposal of (i) Unusable broken Wooden Pallets, (ii) Empty Polythene damaged/used Bags of 25 Kg & 50 Kg size, (iii) Miscellaneous Metal Scraps

Offers are invited from the competent bidders for disposal of aforesaid items as mentioned above as per the list enclosed [Annexure-I] on "**AS IS WHEREIS BASIS**". The specific terms & conditions of the above tender are given below:

The Interested Bidders may obtain the tender documents from our above address, free of cost, or download the same from our website "<http://www.balmerlawrie.com>"

1. VALIDITY OF THE OFFERS

The offer submitted by the bidders shall be valid for a minimum period of 45 days from the due date of this tender for our acceptance.

2. Quantity: Refer Annexure I

3. CONTRACT PERIOD

The period of contract shall be **Six Months** from the date of commencement of contract or lifting of the full order quantity [after considering the quantity tolerance] whichever is earlier.

4. INSPECTION

Inspection of disposable materials may be carried out between to at our factory [as per address given above] during normal working hours with prior appointment with the Sr. Manager (Stores), Phone No 9748761663.

The person(s) visiting our factory for inspection must bring a letter of authorization from the Organization they represent. However, Balmer Lawrie & Co. Ltd. (hereinafter referred to as BL) reserves the right to restrict / permit entry of person(s) for such inspection.

5. Earnest Money Deposit(EMD) and Security Deposit(SD)

Tender must be accompanied by EMD of Rs 3,000/- [Rupees three thousand only] by Bank Draft or Pay Order drawn in favour of Balmer Lawrie & Co. Ltd. Payable at Kolkata. No interest will be payable on EMD. Offers not accompanied with EMD will not be considered. Payment by cheque will not be accepted. The EMD will be returned to unsuccessful bidder within 7 days of placement of disposal order.

The EMD of successful tenderer will be converted to SD, which will be returned to the party only after successful completion of the job. SD will be forfeited in the event of failure to abide by the terms and conditions of the contract.

6. ON-LINE BIDDING PROCEDURE

- a) Bidders will be informed about market design, date & time of e-bidding and shall be allotted ID login and password to enable them to participate in on-line bidding.
- b) It is not necessary that bidders have to quote for all the items. Bidders may quote for one or more items.
- c) The bidder shall first put on-line closed bid for each item as noted in **Annexure- II**.
- d) The Start Bid Price [SBP] and Minimum Incremental amount shall be communicated on-line at the commencement of the forward auction.

e) The general terms & conditions of on-line bidding are given in **Annexure-III**.

7. Price

Your quoted rates shall be quoted in the enclosed Price Schedule [Annexure-II] nett off all taxes & duties. GST will be charged extra to the successful bidder as per rates prevailing at the time of delivery of material. The tenderer has to provide labour, trucks etc to load/remove the material from our factory.

8. BASIS OF SELECTION

The basis of selection of bidders and the order placement for each market, shall be as under :

- a. The on-line bids (Forward Auction) shall be used for grading the bidders. The bidder shall be classified as "Provisional" H1, H2 etc (item wise).
- b. Forward auction shall be started with start bid prices as communicated.
- c. The party emerging as highest bidder in forward auction shall be designated as final H1.
- d. The final grading shall be done as follows :
 - If no bid is received in forward auction, the provisional classification shall be confirmed as final.
 - If H1 in reverse auction is same as "Provisional H1", the provisional grading shall be confirmed as final.
 - If "Final H1" in forward auction is a different party from "Provisional H1", the grading shall be revised whence "Provisional H1" shall become H2, "Provisional H2" shall become H3 and so on.
- e. Order shall be made item wise to the FINAL H1 [highest bidder] on "AS IS WHERE IS BASIS".

9. Payment Term

Full payment will have to be made in advance and within 7 days of intimation/call-up by means of a Bank Draft/Pay Order. In case of payment by cheque, delivery of materials will be given only after the cheque has been credited to our account. Failure to comply shall make the Security Deposit liable for forfeiture.

10. Execution

- The successful bidder must ensure removal of items within 10 working days [it is including the 7 days given for payment] from the date of placement of call-up which means the vendor has to lift the material within 3 days from the date of making the payment.

11. Risk purchase clause:

If any vendor fails to uplift the disposable materials on & above 2 days of due date of lifting [10 days from Call up +2 days], BL reserve the right to sell the disposal material to any other alternate sources at the risk of failed vendor and the differential cost will be recovered from him.

12. GENERAL CLAUSE

Balmer Lawrie & Co. Ltd the right to award the contract to one or more parties and is not bound to accept the highest offer. Company also reserves the right to reject any or all offers received, without assigning any reasons whatsoever.

Labourer/Workmen of Contractor would have to abide by the factory Security regulations and entry inside the factory would be only against authorised Gate Passes.

All weighment [gross & nett], will be carried out at our factory and such weighment will be final & binding on the contractor.

13. JURISDICTION

Any dispute relating to the above disposal will be under the jurisdiction of Kolkata High Court.

14. SUBMISSION OF TENDER

One copy of the tender duly sealed, signed & stamped by the Authorised Representative of the bidder will have to be submitted at our address within the due date and time of the tender i.e 17.04.18 – **3.00 PM. (IST)**

UNDERTAKING BY THE BIDDER

We accept all your terms and conditions stated above

Signature with rubber stamp:

Designation:

Date:

Name of the Tender Firm:

Full address:

Sales Tax Regn. No.:

Telephone No:

E. Mail :

Name of representative to be contacted:

Sr.No.	ITEM	TOTAL QUANTITY (+/- 15%)	UOM
		A	B
A	Unusable broken Wooden Pallets	5	MT
B	Empty Polythene damaged/used Bags of 25 Kg & 50 Kg size	5,000	Nos
C	Miscellaneous Metal Scraps	15	MT

Sr.No.	ITEM	TOTAL QUANTITY (+/- 15%)	UOM	UNIT RATE [Rs]	AMOUNT [Rs]
		A	B	C	D [A x C]
A	Unusable broken Wooden Pallets	5	MT		
B	Empty Polythene damaged/used Bags of 25 Kg & 50 Kg size	5,000	Nos		
C	Miscellaneous Metal Scraps	15	MT		

GENERAL TERMS & CONDITIONS OF ON LINE BIDDING**1.0 GENERAL CONDITIONS**

- 1.1 Bidders shall commit to supply the product/service (being bid for) at the price entered by them in the online bid AND at the terms and conditions specified herein by the BL. All Prices entered shall be legally binding on the Bidders. Bidders are strongly advised to exercise due diligence while placing bids. Failure to honour the bids placed during the online Bid shall render the bidders liable for any penal action as deemed fit by BL or its e-bidding agent.
- 1.2 In the event of winning an allotment in the bidding event, the bidder shall commit to fulfil the outlined obligations under the contract.
- 1.3 The bidder shall bid on the terms specified by BL and place their bids in the online bid in the manner specified by our e-bidding agent. The Bidder shall not stipulate any conditions on their own unless the terms of the Client (in the BL's Terms and Conditions) expressly permit such conditions being stipulated by the Bidder. Bids entered with conditions attached shall be considered. Conditional bids and e-bidding agent retains the right of rejecting these bids even without intimating the BL.
- 1.4 BL or its e-bidding agent shall not be responsible for any delays in initiating the online bidding event or postponement/cancellation of the online bid proceedings due to any problem with the hardware/ software/ infrastructural facilities or any other shortcomings.

2.0 RIGHT OF BL

BL reserves the right to partially or totally accept or reject any/all bids placed in the Online Bidding Event without assigning any reason whatsoever. BL also retains the right to allot the requirement to more than one bidder or consolidate the requirements among one or more bidders.

3.0 DEFINITION OF KEY TERMS**3.1 On Line bidding Event**

Online Bidding/Negotiation Event (Reverse Auction/ Open Request for Quotation/ Sealed Bid) refers to those negotiations conducted through the Internet with the bidders (from one or more locations) simultaneously bidding, to be selected for providing the service/s in the online bid. In other words, the venue for the online bid is on an Internet website/ platform. Any other URL assigned by e-bidding agent would constitute venue for the purpose of the online bidding event.

3.2 Timing of the on-line bid

All the timings of the Online Bid shall be based on the time indicated by the Server hosting the Bid/Auction Engine. It shall be the endeavour of e-bidding agent to ensure that the Server Time reflects as closely as possible the Indian Standard Time (IST) i.e. GMT + 0530 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Bid/ Auction Engine (launch, operation, closure) would be guided by the Server Time. Bidders are advised to refresh both the windows of the online bid to check the exact Server Time (displayed in both the windows).

3.3 Preview Time & Start Time

Preview Time refers to the period of time that is provided prior to the commencement of bidding. This is to facilitate approved participants to view the bidding details such as item specifications and bidding rules. The purpose is also to familiarise participants with the functionalities and screens of the online bidding mechanism. It is not mandatory for e-bidding agent to provide Preview Time.

Start time refers to the time of commencement of the conduct of the online bid. It signals the commencement of the Price Discovery process through competitive bidding.

3.4 Auto Extension of the on-line bid timing

In the event of bids in the last few minutes of the scheduled bid time, the Bid Timings are automatically extended for a specified period from each such bid. Such Auto Extension shall continue until no bids are placed for the specified period (Engine remains inactive for the specified period). The Inactivity Time for Auto Extension purpose is normally 7 minutes. The e-bidding agent however have the right to change the same. The Inactivity Time applicable for the particular Online Bid shall be visible to the bidders under the Bidding Rules module on the engine.

3.5 End of the on-line bidding event.

End of the Online Bidding Event refers to the termination of the online bid proceedings signalling an end to the price discovery process.